



AMENDMENT NO. 2

The following amendments are hereby incorporated into the agreement for the below project

HEALTHCARE MEDICAL WASTE SERVICES AGREEMENT

CONTAINMENT OF MEDICAL WASTE

JUVENILE DETENTION

Effective October 07, 2014, Gila County and Healthcare Medical Waste Services entered into a contract whereby Healthcare Medical Waste Services agreed to provide Containment of Medical Waste Services for the Gila County Juvenile Detention Center.

Amendment No. 1 was executed on September 09, 2015 to increase the original contract amount of \$898.92 by Five Hundred dollars and no/100's (\$500.00) for containment, transportation, treatment of and disposal of medical waste to be performed in fiscal year 2015/2016, for a new total contract amount of One Thousand Three Hundred Ninety-Eight dollars and 92/100's (\$1,398.92).

The Service Agreement expires on October 06, 2015. Per Page 1 of the Service Agreement-Gila County shall have the option to renew.

Amendment No. 2 to the Service Agreement, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from October 07, 2015 to October 06, 2016 in the original contract amount of Eight Hundred Ninety-eight dollars and 92/100's (\$898.92).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 07, 2015 to October 06, 2016 contract term.

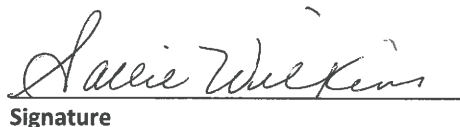
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 24th day of NOVEMBER, 2015.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 11/24/15

HEALTHCARE MEDICAL WASTE SERVICES


Signature

SALLIEWICKINS
Print Name



SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY JUVENILE
DETENTION HOME
ADDRESS: 1425 S. East Street
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: 928 425-7971 x45
CONTACT: _____
TITLE: _____

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT
ADDRESS 1400 ASH STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: 928 402-8626
PURCHASE ORDER # _____
CONTACT: KRYSTAL
TITLE: _____

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____
CONTAINERS: _____ QUANTITY: 1 TYPE: 32 Gallon/w/liner
RATES: \$73.00 FIRST 32 GALLON CONTAINER - \$28.00 EACH ADDITIONAL
32 GALLON CONTAINER - \$1.75@LINER \$1.00 FUEL SURCHARGE
EXISTING WASTE: _____
SERVICE INTERVAL: MONTHLY SERVICE HOURS: 24/7
SPECIAL INSTRUCTIONS: X RDS SOUTH & ASH

DATE OF AGREEMENT: 11/17/15

NEW _____ RENEWAL X ADDITIONAL SITE _____
1 2 3

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"

"CUSTOMER"

HEALTHCARE MEDICAL WASTE SERVICES
HEALTHCARE MEDICAL WASTE SERVICES

GILA COUNTY JUVENILE DETENTION
CUSTOMER NAME HOME

BY (SIGNATURE) Sallie Wilkins

BY (SIGNATURE) Don E. McDaniel Jr

NAME: SALLIE WILKINS

NAME: Don E. McDaniel Jr

TITLE: OFFICE ASSISTANT

TITLE: County Manager

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder on this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement, Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty, the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) \$500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this agreement, and Contractor refers such matter to an attorney, Contractor agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorney's fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Contractor shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handling. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (i) A HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

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